

# CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS



## CATERING AND FOOD SERVICES (BILL CRISP SENIOR CENTER) COF1516786

ISSUED: MARCH 20, 2023

DUE: APRIL 12, 2023

The City of Fayetteville is soliciting proposals for catering and food services for the Bill Crisp Senior Center.

ISSUED BY:  
CITY OF FAYETTEVILLE

PRIMARY CONTACT:  
KIMBERLY TOON,  
PROCUREMENT MANAGER  
[kimberlytoon@fayettevillenc.gov](mailto:kimberlytoon@fayettevillenc.gov)

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



**A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM**

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

**CITY OF FAYETTEVILLE**

Kelly Olivera  
Assistant City Manager

## NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., April 12, 2023** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

### **Catering and Food Services (Bill Crisp Senior Center)**

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301

The bid opening will be held at **2:00 p.m. on April 12, 2023** at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Catering and Food Services (Bill Crisp Senior Center).”**

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2<sup>nd</sup> floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to [kimberlytoon@fayettevillenc.gov](mailto:kimberlytoon@fayettevillenc.gov)

The right is reserved to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

**City of Fayetteville**

Kimberly Toon, CLGPO  
Purchasing Manager



## **INTRODUCTION**

The City of Fayetteville referred to as CITY, invites you to review and welcomes proposals for catering and food services to be provided at the Bill Crisp Senior Center located at 7560 Raeford Road in Fayetteville, North Carolina.

## **SCOPE OF WORK**

The selected vendor shall have control, access, and use of the kitchen facility at the Premises for purposes of providing catering and food services to the Premises and for the purpose of ensuring that the kitchen facility maintains an "A" grade from the Cumberland County Health Department. However, CITY reserves the right to access the kitchen facility for use of equipment as required for CITY purposes and the right to rent the Premises to include access and use of the kitchen facility to third parties at the CITY'S sole discretion.

### **Selected Vendor Responsibilities**

- Shall provide catering and food services for events and/or activities occurring on-site at the Premises;
- Shall provide the capability to fully serve 25 to 300 people at any one event;
- Shall not provide or serve alcohol to any event at the Premises, and shall not have or store alcoholic beverages at the Premises at any one time;
- Shall at all times keep the premises clean and maintain an "A" grade from the Cumberland County Health Department;
- Shall be responsible for any damage or breakage to kitchen items due to excessive use or abuse;
- Shall obtain at his own expense the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health, provide proof of such licenses at all times and display the same on the premises at all times, and shall comply with all applicable State and Federal laws and regulations and County ordinances and regulations and with any and all City of Fayetteville rules, regulations, and procedures for the use of CITY facilities;
- Shall provide necessary pots, pans, spoons, and necessary cooking items to serve and feed 25 to 300 people with any given event.
- Shall be responsible for the installation and billing of any telephone services, if necessary or desired.
- Shall provide any and all additional equipment necessary to complete preparation and service of food and beverages.

- Shall be responsible for placement of solid waste and garbage into designated containers and transfer to the storage area designated by the recreation center director.
- Shall be responsible for cleaning and returning the Premises, to include any area used for a catered function, to an orderly and substantially clean condition after the event.
- Agrees to pay to the CITY as consideration for the use of the kitchen a per plate fee for any catered event prepared on-Premises. Payments shall be made on a monthly basis, on or before the 10<sup>th</sup> day of each month.

The Kitchen at Bill Crisp Senior Center is equipped by the City with the following inventory;

- Stainless steel 3 –compartment sink
- (2) Stainless steel work tables with prep sinks
- (2) Stainless steel work tables
- FRYMASTER MJ 50 Gas Fryer with Filtration – Model # FPPH255
- FWE Humidified Heated Holding Transport Cabinets – Model # TS-1826-18
- Garland G Series 36” Gas Restaurant Range – Model # G36-6S
- Garland Cuisine Series 36" Charbroiler – Model #C836-36A
- Manitowoc Indigo Series 1406 Ice Cube Machine – Model # IYT1500A
- Everest Refrigerator – Model # ESR2
- Everest Freezer – Model # ESF2
- SOUTHBEND Convection Oven – Model #SLGS/22CCH

## **PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS**

Interested Agencies or Organizations shall submit a proposal which is clear and succinct and in the format, and consisting of the required information as described.

The City may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or depart in any substantive way from the required format. Proposal responses shall be organized into the following component parts:

### **A. Cover letter/Letter of Intent**

The cover letter shall be addressed to Kimberly Toon, Purchasing Manager. It may be up to one (1) page in length and, at a minimum, must contain the following:

- Identification of organization, including name, address, telephone number, and e-mail.
- Name, title, address, telephone number and e-mail of contact person during period of proposal evaluation. A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) calendar days from the deadline date established for submissions.



- Signature of a person authorized to bind the agency or organization to the terms of the proposal.

#### **B. Cost/Fee Proposal**

Per plate fee for any catered event prepared on-Premises.

#### **SUBMITTAL DUE DATE**

A total of one (1) hard copy of the completed proposal shall be submitted to the City of Fayetteville Purchasing Office no later than **2:00 p.m., April 12, 2023.** Packages should be plainly and visibly marked on the outside with the Proposer's Organization/Agency name and, **"Catering and Food Services (Bill Crisp Senior Center)"**.

Proposals should be mailed or delivered to:

- Fayetteville Purchasing Office  
Attention: Ms. Kimberly Toon, Purchasing Manager  
City Hall  
433 Hay Street  
Fayetteville, NC 28301-5537

#### **KEY CONTRACT TERMS AND CONDITIONS**

Proposals shall be firm for acceptance by the City for a period of ninety (90) calendar days after the date and time set for receipt.

Proposals must be submitted in a sealed envelope; no faxed or e-mailed proposals will be accepted.

The City reserves the right to award this contract in whole or in part in the best interest of the City. The City further reserves the right to accept or reject any or all proposals.

The City reserves the right to request additional information it feels necessary to make a qualified judgement as to the offering organization/agency's ability to perform the work.

The insurance required for this contract is as follows:

- (a) Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.
- (b) Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.

- (c) Worker's Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Worker's Compensation Statue, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
- (d) Owner's and Contractor's Protective Liability I.S.O. #CG 00 09 10 93: The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

#### Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers shall be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A;VII.

#### Indemnity Provision

To the extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of the Contractor, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by the Contractor does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subContractor, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this



Agreement, Contractor agrees to purchase and maintain during the life of this Agreement contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

(1) Any deductible or self-insured retention must be declared to and approved by the City.

(2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

1) The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville Purchasing Office

433 Hay Street

Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors



Contractor shall include all subcontractors as insurers under its policies **OR** shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

E - Verify

Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use e-verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor hereby pledges, attests and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

# **Professional Service Agreement**

## **Scope of Work and Terms Document**

**City of Fayetteville, NC**

SAMPLE



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_ 2023 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation ("City"), and \_\_\_\_\_.

In consideration of mutual promises and covenants in this Agreement, the parties agree as follows:

### ARTICLE 1. Services

1.1 Background. The City desires to engage -----xxxxxxx----- to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. -----xxxxxxx----- is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Scope of Work. -----xxxxxxx----- will furnish the services as set forth in the Proposal which is incorporated by reference herein.

1.3 Time of Performance. -----xxxxxxx----- will perform the services promptly and according to the Proposal provided. The City will cooperate with -----xxxxxxx----- as reasonably required to complete the services outlined in the Proposal. Both parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.4 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by -----xxxxxxx----- as outlined in the Proposal.

### ARTICLE 2. Payment

2.1 Basis of Compensation: The City shall pay -----xxxxxxx----- for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$\_\_\_\_\_ without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. -----xxxxxxx----- shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

### **ARTICLE 3. Termination**

3.1 Termination for Cause: In the event of substantial failure by -----xxxxxxx----- to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate -----xxxxxxx----- upon ten calendar (10) days written notice in which event -----xxxxxxx----- shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed. -----xxxxxxx----- shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

3.2 Termination for Convenience: Upon thirty (30) calendar days' written notice to -----xxxxxxx-----, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, -----xxxxxxx----- shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, --xxxxxxx----- shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, ----xxxxxxx----- may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville. -----xxxxxxx----- shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

### **ARTICLE 4. Liability, Indemnification and Insurance**

4.1 General. The City and -----xxxxxxx----- have considered the risks and potential liability that may exist during the performance of services by -----xxxxxxx----- and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, -----xxxxxxx----- shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.



4.2 Indemnity and Professional Liability. To the extent permitted by law, -----xxxxxxx----- agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of -----xxxxxxx----- its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by -----xxxxxxx----- does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. -----xxxxxxx----- agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A•VII.

4.3 Liability Insurance. -----xxxxxxx----- agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of -----xxxxxxx-----, -----xxxxxxx-----'s employees, and -----xxxxxxx-----'s subcontractors, for whom -----xxxxxxx----- is legally responsible during the performance of services under this Agreement. -----xxxxxxx----- shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides -----xxxxxxx----- with insurance for contractual liability which -----xxxxxxx----- has assumed pursuant to the terms of this Agreement.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, -----xxxxxxx----- further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to -----xxxxxxx----- for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.



(d) The CGL policy required above shall provide -----xxxxxxx----- with products and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of -----xxxxxxx----- in the design of any building designed by -----xxxxxxx----- under the terms of this Agreement.

**ARTICLE 5. Independent Contractor.** -----xxxxxxx----- is an independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. -----xxxxxxx----- shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by -----xxxxxxx----- but City shall have the right to observe such performance.

**ARTICLE 6. Other**

6.1 Assignment. It is the intent of this Agreement to secure the personal services of -----xxxxxxx----- and failure of -----xxxxxxx----- for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. -----xxxxxxx----- shall not assign this Agreement without prior written consent of the City.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.4 Venue. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina



6.5 Non Discrimination. -----xxxxxx----- agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.6 Compliance with Laws. -----xxxxxx----- agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.

6.8 Amendment. The City and -----xxxxxx----- may, from time to time, request changes in services to be performed by -----xxxxxx----- . Any such changes that are mutually agreed upon by the City and -----xxxxxx----- shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

6.11 Morality Clause. If, in the sole opinion of the City, at any time -----xxxxxx----- or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City's finances, public standing, image, or reputation or are embarrassing or offensive to the City or may reflect



unfavorably on the City or are derogatory or offensive to one or more employee(s) or customer(s) of the City, the City may immediately upon written notice to -----xxxxxxx----- terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity.

**CITY'S TERMS SUPERSEDE:** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

6.12 E-Verify. -----xxxxxxx----- hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. -----xxxxxxx----- further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). -----xxxxxxx----- hereby pledges, attests and warrants through execution of this Agreement that -----xxxxxxx----- complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by -----xxxxxxx----- shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.13 Iran Divestment Act. As mandated by N.C.G.S. 147-86.59(a), -----xxxxxxx----- hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. -----xxxxxxx----- further certifies that in accordance with N.C.G.S. 147-86.59(b) that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. -----xxxxxxx----- certifies that the signatory to this Agreement is authorized by -----xxxxxxx----- to make the foregoing statement.

6.14 Protest. Protests related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

6.15 Survival of Terms. All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for



three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

[Signature page to follow]

SAMPLE

ATTEST:

\_\_\_\_\_

**VENDOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

ATTEST:

**CITY OF FAYETTEVILLE**

\_\_\_\_\_  
PAMELA MEGILL, City Clerk

By: \_\_\_\_\_  
ADAM J. LINDSAY  
Assistant City Manager

This instrument has been pre-audited in the  
manner required by the Local Government  
Budget and Fiscal Control Act.

\_\_\_\_\_  
JODY PICARELLA  
Chief Financial Officer